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JOHN A. STALFORT
410-385-3424

December 23, 1994

RECORDATION NO. 17781-D FILED 1426

via FEDERAL EXPRESS

DEC 27 1994 - 4 25 PM

Interstate Commerce Commission
12th and Constitution Avenues, NW
Washington, D.C. 20423
Attention: Recordation

Re: Our File No.: 258-1373

Madam:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11303 are one original and one notarized copy of the following document:

Assignment of Lessor' Interest in Leases Modification Agreement made as of December 22, 1994 by and between ITG, Inc. (106 North Main, Victoria, Texas 77902) and The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21202) which relates to the Railroad Car Lease Agreement entered into on February 7, 1992 by ITG, Inc. (106 North Main, Victoria, Texas 77902) and Holly Sugar Corporation (P.O. Box 1052, Colorado, Springs, Colorado 80901) filed with the Interstate Commerce Commission under Recordation No. 17781;

Also enclosed is a check in the amount of \$21.00 to cover the costs of recordation. Once this document has been recorded, please return the same to:

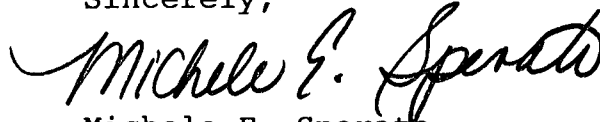
John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street - 9th Floor
Baltimore, Maryland 21202

December 23, 1994
Page 2

MILES & STOCKBRIDGE

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (410) 385-3425.

Sincerely,

A handwritten signature in cursive script, reading "Michele E. Sperato".

Michele E. Sperato,
Secretary to John A. Stalfort

JAS:mes
Enclosures

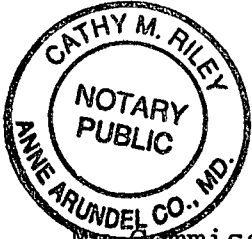
RECORDATION NO 17781-D FILED 1425

DEC 27 1994 - 4 25 PM

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT INTERSTATE COMMERCE COMMISSION

I HEREBY CERTIFY that the attached Assignment of Lessor's Interest in Lease Modification Agreement is a true and complete copy of said Assignment of Lessor's Interest in Lease Modification Agreement.

WITNESS my hand and seal this 23rd day of October, 1994



Cathy M. Riley
Notary Public

My Commission Expires: July 1, 1998

ASSIGNMENT OF LESSOR'S INTEREST
IN LEASES MODIFICATION AGREEMENT DEC 27 1994 - 4 25 PM

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES MODIFICATION AGREEMENT (the "Agreement") is made as of this ~~21st~~ day of December, 1994, by and between ITG, INC., a Texas corporation (the "Pledgor"), and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Lender"), witnesseth:

Recitals

A. The Lender made a loan to the Pledgor in the principal amount of (the "Financial Accommodations") as evidenced by the Term Business Purpose Promissory Note dated March 31, 1994, from the Pledgor payable to the Lender in the principal amount of the Financial Accommodations.

B. The Lender required, as a condition to the making of the Financial Accommodations, the execution and delivery of an Assignment of Lessor's Interest in Leases dated March 22, 1994 (the "Assignment"), by the Pledgor in favor of the Lender.

C. The Lender has agreed to extend additional credit to the Pledgor. In connection therewith, the Pledgor and the Lender desire to amend certain provisions of the Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and the Lender hereby agree as follows:

1. The facts set forth above are true and accurate in each respect.

2. The Assignment is hereby amended as follows:

The definition of Lease is amended to mean Rider No. 4, Rider No. 5, Rider No. 6, Rider No. 7 and Rider No. 8 to that certain Railroad Car Lease Agreement No. ITG-2363 dated February 7, 1992 by and between the Pledgor and Holly Sugar Corporation and such Railroad Car Lease Agreement as it relates to such Riders.

3. The term "this Agreement" as used in the Assignment shall mean the Assignment as modified herein unless the context clearly indicates or dictates a contrary meaning.

4. The Pledgor will execute such confirmatory instruments with respect to the Assignment as the Lender may require.

5. The Pledgor ratifies and confirms all of its liabilities and obligations under the Assignment and agrees that, except as expressly modified in this Agreement, the Assignment continues in full force and effect as set forth specifically herein. The

Pledgor and the Lender agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the Assignment and shall not constitute a novation as to the obligations of the Pledgor under the Assignment.

6. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Lender. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

7. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Pledgor and the Lender have caused this Agreement to be executed under seal as of the date first above written.

ATTEST:

ITG, INC.

Connie P. Quinn

By: [Signature] (SEAL)

WITNESS:

THE FIRST NATIONAL BANK
OF MARYLAND

John A. Stallard

By: [Signature] (SEAL)

A:FN137304.ASG/ITG(\$1,500,000)/Disk1/cmr